

Exhibit A

Revised Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

JOANN INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10068 (CTG)

(Jointly Administered)

Re: Docket Nos. 429 and 799

TWENTIETH ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 429] (the “Procedures Order”)² entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and it appearing that the *Twentieth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [Docket No. 799] (the “Rejection Notice”) satisfies the requirements set forth in the Procedures Order; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors' mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Procedures Order.

order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Rejection Notice in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Rejection Notice is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Rejection Notice and opportunity for a hearing on the Rejection Notice were appropriate and no other notice need be provided; and this Court having reviewed the Rejection Notice; and this Court having determined that the legal and factual bases set forth in the Rejection Notice establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Contracts set forth in Exhibit 1 attached hereto are hereby rejected as of the Rejection Date established in the Rejection Notice; *provided, however*, if any such Contract is an unexpired lease of non-residential real property (a "Lease"), the rejection effective date shall be the later of (a) the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty may agree and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing, with email being sufficient, of the Debtors' surrender of the premises and (i) turning over keys, key codes, and security codes, if any, to the affected landlord or (ii) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises (the "Rejection Effective Date").

2. Any and all property located on the Debtors' leased premises on the Rejection Effective Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. The applicable Contract counterparty

or counterparties may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. If any affected Rejection Counterparty to a Contract asserts a claim against the Debtors arising from the rejection of the Contract, the Counterparty must file a proof of claim on or before the later of (a) the applicable deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty (30) days after the later of (i) the Rejection Date or, in the case of a Lease, the Rejection Effective Date and (ii) the date of entry of this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

4. Nothing contained in the Rejection Notice or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Rejection Notice or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property

of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Rejection Notice shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

6. Notice of the Rejection Notice as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. Notwithstanding anything to the contrary herein, the Debtors are authorized to remove any Contract from the schedule to the Rejection Notice at any time prior to the Rejection Date.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Rejected Contracts

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
1	CREATIVE COLOR	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C315891 - DATED 09/25/2017	4/30/2025
2	SYNDIGO LLC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 12/05/2020	4/30/2025
3	AMIGO MOBILITY CENTER	Jo-Ann Stores, LLC	Master Service Agreement Dated 02/25/2019	4/30/2025
4	[Left Intentionally Blank]			
5	[Left Intentionally Blank]			
6	[Left Intentionally Blank]			
7	[Left Intentionally Blank]			
8	DADE PAPER COMPANY	Jo-Ann Stores, LLC	STORE SUPPLIES SERVICE AGREEMENT DATED 03/06/2022	4/30/2025
9	DADE PAPER COMPANY	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C294023 DPB - DATED 08/12/2015	4/30/2025
10	IDENTITY SYSTEMS, INC.	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 07/19/2023	4/30/2025
11	MICROFRAME CORPORATION	Jo-Ann Stores, LLC	FIXTURES & DISPLAYS SERVICE AGREEMENT DATED 07/15/2024	4/30/2025
12	MICROFRAME CORPORATION	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C217980 - DATED 09/03/2013	4/30/2025
13	ARDRON-MACKIE LTD	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/19/2022	4/30/2025
14	ARDRON-MACKIE LTD	Jo-Ann Stores, LLC	STORE DEVELOPMENT SERVICE AGREEMENT DATED 07/19/2024	4/30/2025
15	MCCUE CORPORATION	Jo-Ann Stores, LLC	FIXTURES & DISPLAYS SERVICE AGREEMENT DATED 04/01/2023	4/30/2025
16	MCCUE CORPORATION	Jo-Ann Stores, LLC	FIXTURES & DISPLAYS SERVICE AGREEMENT DATED 05/20/2024	4/30/2025
17	MCCUE CORPORATION	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C106953 - DATED 04/01/2019	4/30/2025
18	GREEN BLUE INSTITUTE	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 05/12/2022	4/30/2025
19	TM SHEA PRODUCTS INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 12/20/2023	4/30/2025
20	TM SHEA PRODUCTS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C218428 - DATED 06/18/2016	4/30/2025
21	GRAND HAVEN CUSTOM MOLDING LLC	Jo-Ann Stores, LLC	FIXTURES & DISPLAYS SERVICE AGREEMENT DATED 04/10/2024	4/30/2025
22	GRAND HAVEN CUSTOM MOLDING LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C317038 - DATED 04/19/2018	4/30/2025

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

No.	Rejection Counterparty	Debtor Party	Description of Contract¹	Rejection Date
23	THE PEGGS COMPANY INC	Jo-Ann Stores, LLC	FIXTURES & DISPLAYS SERVICE AGREEMENT DATED 04/01/2023	4/30/2025
24	THE PEGGS COMPANY INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C293709 - DATED 04/01/2019	4/30/2025
25	ALLIED PACKAGING CORP	Jo-Ann Stores, LLC	PACKAGING SUPPLIES SERVICE AGREEMENT DATED 12/22/2022	4/30/2025
26	ALLIED PACKAGING CORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C216855 - DATED 12/21/2015	4/30/2025
27	STORFLEX	Jo-Ann Stores, LLC	STORE DEVELOPMENT SERVICE AGREEMENT DATED 05/31/2024	4/30/2025
28	STORFLEX	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C323235 - DATED 07/19/2021	4/30/2025
29	AA BLUEPRINT COMPANY INC	Jo-Ann Stores, LLC	PRINTING SERVICES AGREEMENT DATED 01/03/2024	4/30/2025
30	AZAR INTERNATIONAL INC	Jo-Ann Stores, LLC	FIXTURES & DISPLAYS SERVICE AGREEMENT DATED 08/08/2023	4/30/2025
31	AZAR INTERNATIONAL INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C317283 - DATED 09/01/2020	4/30/2025
32	48FORTY SOLUTIONS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324654 - DATED 02/02/2018	4/30/2025
33	AKRON AIR PRODUCTS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C141970 - DATED 05/01/2014	4/30/2025
34	AKRON AIR PRODUCTS INC	Jo-Ann Stores, LLC	MAINTENANCE SERVICE AGREEMENT DATED 03/01/2021	4/30/2025
35	GAHVEJIAN ENTERPRISES, INC.	Jo-Ann Stores, LLC	PACKAGING SUPPLIES SERVICE AGREEMENT DATED 12/06/2023	4/30/2025
36	GAHVEJIAN ENTERPRISES, INC.	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C308064 - DATED 10/23/2015	4/30/2025
37	INTERNATIONAL PAPER CO- CA	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C228729 - DATED 10/10/2016	4/30/2025
38	INTERNATIONAL PAPER CO- OH	Jo-Ann Stores, LLC	CORRUGATED SERVICE AGREEMENT DATED 09/01/2022	4/30/2025
39	INTERNATIONAL PAPER CO- OH	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C291808 - DATED 10/10/2016	4/30/2025
40	INTERNATIONAL PAPER CO-AL	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C212918 - DATED 10/10/2016	4/30/2025
41	NPC GLOBAL CORPORATION	Jo-Ann Stores, LLC	PACKAGING SUPPLIES SERVICE AGREEMENT DATED 10/26/2023	4/30/2025
42	NPC GLOBAL CORPORATION	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 03/28/2024	4/30/2025
43	NPC GLOBAL CORPORATION	Jo-Ann Stores, LLC	Master Service Agreement Dated 08/17/2020	4/30/2025
44	OMNI SYSTEMS INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 05/03/2024	4/30/2025
45	OMNI SYSTEMS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C304849 - DATED 06/02/2018	4/30/2025
46	PIVOTAL RETAIL GROUP LLC	Jo-Ann Stores, LLC	FIXTURES & DISPLAYS SERVICE AGREEMENT DATED 07/07/2023	4/30/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract¹	Rejection Date
47	PIVOTAL RETAIL GROUP LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324849 - DATED 03/01/2022	4/30/2025
48	CROWN EQUIPMENT CORPORATION	Jo-Ann Stores, LLC	LIFT TRUCKS SERVICE AGREEMENT DATED 04/02/2023	4/30/2025
49	CROWN EQUIPMENT CORPORATION	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C213263 - DATED 09/03/2015	4/30/2025
50	SIGMA COMPUTING INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C327966 - DATED 09/30/2024	4/30/2025
51	SIGMA COMPUTING INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 11/08/2024	4/30/2025